



CITY OF KIRKLAND COMMERCIAL TOUR BOAT PIER AGREEMENT AND UNDERTAKING BY USER OF PIER

In consideration of the fees and agreements herein agreed to by _____, the City hereby grants _____ permission to moor, tie up or lay by the City of Kirkland's Commercial Tour Boat Piers, located within Moss Bay of Lake Washington at Kirkland Marina Park, 25 Lake Shore Plaza, and/or the Second Avenue South Dock for the year of 2021 subject to the following adopted City of Kirkland Rules and Regulations relating to the usage of said piers and the following undertaking:

By the act of tying up or mooring a vessel or boat to the City of Kirkland commercial tour boat pier, the boat owner, charter, master, captain or other person in charge of the operation of said vessel at the time of such moorage, and the tour or group operator and/or sponsor, all jointly and severally agree:

- I. The captain or person responsible for operation of the vessel is designated as the agent for all persons jointly and severally bound by this undertaking, as set forth in the immediately preceding paragraph. Any notice, order, citation, fine, civil penalty or communication issued or levied by the City of Kirkland to said agent, shall be deemed served upon and become an obligation of all said jointly and severally bound persons.
- II. To faithfully abide by the rules and regulations adopted by the City of Kirkland, applicable to the City of Kirkland commercial tour boat pier, its utilization and boats or vessels mooring thereto. Said rules and regulations are codified in Chapter 14.36 of the Kirkland Municipal Code, together with all park and harbor master regulations issued pursuant to said Chapter 14.36 and posted on the commercial boat pier signage.
- III. Due to the COVID-19 global pandemic and the, "Stay Home, Stay Healthy" proclamation of Washington State Governor Jay Inslee, to faithfully abide in accordance with all public health orders of the Centers for Disease Control (CDC), Public Health: Seattle and King County, the Washington State Department of Health (DOH), and the Washington State Governor and Legislature. The boat owner, charter, master, captain or other person in charge of the operation, the tour or group operator and sponsor, agree to immediately cease or modify operations during public health closures and restrictions until notified by the City to resume. The City is not responsible for financial losses resulting from public health closure(s) or restrictions. The City will pro-rate Commercial Tour Boat Pier Use fee payments during COVID-19 related closures only. While in operation, to minimize the risk of COVID-19, boat owner, charter, master, captain or other person in charge of the operation, the tour or group operator and sponsor, agree to follow all current health directions including those related to staff, volunteer, and customer social distancing, monitoring staff, volunteers, and customers for illness, gathering size limits, face coverings, and agrees to maintain clean and sanitized operations.

Boat owner must submit a written safety plan to the City which demonstrates how the boat owner, charter, master, captain or other person in charge of the operation of said vessel at the time of moorage, and tour or group operator and/or sponsor plan to comply with such orders.

Rules and Regulations

- I. All vessels shall obtain and maintain for the duration of this agreement, comprehensive general liability and/or marina liability insurance with combined single limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Insurance must be with an insurer having no less than a Best's rating of A VII and authorized to do business in the state of Washington. Vessel shall provide the City of Kirkland a current Certificate of Insurance and an Additional Insured Endorsement listing the City of Kirkland as additional insured. Vessel shall maintain valid proof of insurance with the City of Kirkland by providing insurance documentation to the City of Kirkland in advance of expiration.
- II. All vessels must comply with applicable city, state and federal laws, such as regarding noise levels; vessel registration and licensing of crew; and safety regulations. A current Certificate of Inspection for all vessels shall be provided to the City of Kirkland and a valid Certificate of Inspection shall be maintained on-file by providing inspection documentation to the City of Kirkland in advance of expiration.
- III. Due to the COVID-19 global pandemic, all vessels must operate within current guidelines for capacity, gathering size limitations, social distancing, monitoring staff, volunteers, and customers for illness, maintaining clean and sanitized operations, face coverings, and safe operations as defined by public health orders of the Centers for Disease Control (CDC), Public Health: Seattle and King County, the Washington State Department of Health (DOH), and the Washington State Governor and Legislature. All vessels shall provide the City of Kirkland a written safety plan to the City which demonstrates how the tour operator plans to comply with such orders.
- IV. All vessels shall comply with requirements for fees and payments, reservations and cancellations set forth in this agreement.
- V. All vessels shall provide the following information with each reservation: date of tour; arrival, departure and return times; event or party name; number of passengers.
- VI. Hours of use are from seven a.m. to midnight.**
- VII. Additional reservation is required for overnight moorage.
- VIII. Tour operators are responsible for providing information, maps and requirements as established by the City of Kirkland regarding parking requirements as set forth in the City Ordinance.
- IX. Tour operators are responsible for placing "Dock Reserved" signs at the 2ND Ave South dock 48 hours prior to using this location and for hiring an attendant to monitor the dock during the arrival and departure of the vessel.
- X. Tour operators shall ensure all garbage and recycling **is not disposed** in city waste containers. Any waste disposed of in the park associated with the vessel shall be billed back to the tour operator at the rate of \$50.00 per hour with a 2-hour minimum.

(Initial after reading)

Reservations and Payment

- I. Reservations without payment will not be accepted. Vessels arriving without prior payment will be turned away.
- II. All reservations and payments shall be made no later than 5 business days prior to the time of actual tie-up or moorage to said dock. Any reservation made with less than 5 days' notice will be billed at the current scheduled late fee per foot charge of \$2.20 per foot plus an additional \$50.00 late fee and the standard \$25 administrative fee.
- III. Reservation to arrive any **earlier than 2 hours** prior to the scheduled departure will not be accepted.
- IV. Upon payment; a receipt and contract will be given in return.
- V. Furthermore, _____ agrees to pay, upon service of notice thereof, any civil penalty levied by the City of Kirkland for violation of any provision of this undertaking, rules, or regulation codified or authorized by Kirkland Municipal Code Chapter 14.36.
- VI. Cancellations must be made no later than 5 full business days prior to the scheduled reservation in order to receive a full refund, less a \$25.00 administrative fee. Cancellations less than 5 business days prior to the scheduled reservation will be refunded 50% of the original fee, less a \$25.00 administrative fee. No refunds will be issued on or after the scheduled reservation.
- VII. If in the process of loading and/or unloading cargo from the touring vessel the Kirkland dock is damaged it is the responsibility of _____ to pay for the repairs needed to fix the damage.

(Initial after reading)

2021 Fee Schedule

- I. Reservations made no later than 5 business days prior to the time of actual tie-up shall be calculated at a rate of \$1.65 per foot, plus a \$25.00 administrative fee.
- II. Reservations made less than 5 business days prior to the time of actual tie-up shall be charged a \$50 "rush fee" and calculated at \$2.20 per foot, plus a \$25.00 standard administrative fee.
- III. Overnight stays require an additional reservation fee assessed at \$25.00 per night and may stay at the dock until noon the following day. Additional charges will accrue if the vessel stays at the dock past noon at a rate of \$1.65 per foot per two-hour periods.
- IV. Waste disposed of in the park associated with the vessel shall be billed back to the tour operator at the rate of \$50.00 per hour with a two-hour minimum.

(Initial after reading)

Vessel & Reservation Company Information

- I. Company Name:
- II. Company Address:
- III. Telephone Number:
- IV. Reservation Contact(s):
- V. Email Address of Reservation Contact(s):
- VI. Vessel(s) Name(s) and Lengths:

This Agreement is valid from January 1, 2021 through December 31, 2021 and must be signed by both parties and filed with the City of Kirkland Parks and Community Services Department before that Department will accept an application for tour dock reservation.

AGENT FOR ABOVE-NAMED MOORING VESSEL:

By: _____
Printed Name: _____
Title of Representative: _____
Company Name: _____
Company Address: _____

Date: _____

CITY OF KIRKLAND

By: _____
Lynn Zwaagstra, Director
City of Kirkland Parks and Community Services Department

Date: _____